

MAYOR & COUNCIL AGENDA COVER SHEET

MEETING DATE:

July 10, 2006

CALL TO PODIUM:

Fred Felton, Assistant City Manager

RESPONSIBLE STAFF:

Fred Felton, Assistant City Manager

AGENDA ITEM:

(please check one)

	Presentation
	Proclamation/Certificate
	Appointment
	Public Hearing
	Historic District
	Consent Item
	Ordinance
X	Resolution
	Policy Discussion
	Work Session Discussion Item
	Other:

PUBLIC HEARING HISTORY:

(Please complete this section if agenda item is a public hearing)

Introduced	
Advertised	
Hearing Date	
Record Held Open	
Policy Discussion	

TITLE:

Resolution of the Mayor and City Council Awarding Matching Grants to Dorsey Estates Homeowners Association (\$1,959)

SUPPORTING BACKGROUND:

As you are aware, the Mayor and City Council has approved a Neighborhood Matching Grant Program to provide an incentive for HOA's, COA's, and other community groups to improve the appearance or safety of their neighborhoods as well as use for community events, and professional consultants.

At this point, staff is recommending that grants be awarded to Dorsey Estates Homeowners Association. Dorsey Estates Homeowners Association would like to use their grant funds as part of a project to replace mailboxes and their concrete foundations. Dorsey Estates HOA would also like to use the grant funds to replace the existing inadequate ground cover for the walkway leading to the tot lot with bluestone. I have enclosed copies of the original grant applications for your review.

If the Council approves these grants, the community will receive a letter awarding the grants and authorizing them to proceed with the projects. No City funds will be released until receipts are submitted and the work has been inspected.

DESIRED OUTCOME:

Vote on Resolution.

Resolution No. _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL AWARDING
MATCHING GRANTS TO THE DORSEY ESTATES HOMEOWNERS ASSOCIATION

WHEREAS, the Mayor and City Council has approved a Neighborhood Matching Grant Program to provide an incentive for neighborhood organizations to improve their communities; and

WHEREAS, funds for this program are available from the CIP Account 99-6 (087); and

WHEREAS, the Mayor and City Council have determined that the project outlined is worthwhile and in the public interest:

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council that the City Manager is authorized to award the following grants upon determining that the project is completed as proposed, in the total amount of ONE THOUSAND NINE HUNDRED AND FIFTY NINE DOLLARS (\$1,959); said funds to be expended from the Capital Improvements Budget as follows:

<u>Community</u>	<u>Projects</u>	<u>Amount of Grant</u>
Dorsey Estates HOA	concrete mailbox bases	\$1,300
	replace walkway ground cover	\$ 659

AND BE IT FURTHER RESOLVED that the City Manager be and hereby is authorized to waive fees for any City permit required for the projects outlined above.

ADOPTED by the City Council of Gaithersburg this 10th day of July, 2006.

SIDNEY A. KATZ, MAYOR and
President of the Council

THIS IS TO CERTIFY that the foregoing
Resolution was adopted by the City Council
in a public meeting assembled on the 10th
day of July, 2006.

David B. Humpton, City Manager

Resolution Request Form

**REQUEST FORM FOR RESOLUTIONS PERTAINING
TO EXPENDITURES FROM THE CITY BUDGET
(CONTRACTS/PURCHASES, TRANSFER FUNDS)**

(Please attach the Mayor and Council Agenda Cover Sheet to this Form. For contracts/purchases, the Cover Sheet MUST include a list of all bidders and bid amounts.)

Requested by: Frederick J. Felton Date of City Council Meeting: July 10, 2006

AUTHORIZING

Purchase _____ Award Contract _____ Transfer Funds X Negotiate/
Execute a Contract _____

BID INFORMATION:

Advertisement Date N/A
Newspaper(s) N/A
Bids Opened/Tabulated (date) N/A

DESCRIPTION OF ITEM(S):

CONTRACTED/PURCHASE FROM:

Dorsey Estates Homeowners Association
PO BOX 3114
Gaithersburg, MD 20850

CONTRACT/PURCHASE AMOUNT: **\$1,959.00**

Check One: In the Amount of _____ Not to Exceed X

FUNDS TO BE EXPENDED FROM: Operating Budget _____ Capital Improvements Budget X

Account Number: CIP 99-6 (#087)
(For Finance Department use only; not to be included in the Resolution)

VERIFICATION OF AVAILABILITY OF FUNDS

Available X Not available _____

Frederick J. Felton 7/5/06
Finance Dept. Date



NEIGHBORHOOD MATCHING GRANT APPLICATION

****Please note:** Grants will be considered for new projects such as lighting, installation of landscaping, tot lots, entrance features, other physical improvements, or neighborhood events.

I. Applicant Information:

Applicant's Name Dorsey Estates HOA / Deb Sternbrink - Pres

Applicant's Address 11539 Sullback Way

Gaithersburg MD 20878

Applicant's Telephone Number 301 987 0520

Name of Neighborhood Dorsey Estates Number of Homes 49

Date application submitted: 6/29/06

Does the Neighborhood have an HOA, COA or Citizens Association?

☒ Yes

☐ No

II. Project Information

Please describe the proposed improvement (attach sketches or plans as appropriate):

The mailboxes (4 of them) need replaced by the
Post office - missing doors, broken locks, etc.

They require the HOA to pour the new concrete
slabs for the new boxes

Please describe the need for the project and the benefit to the community:

Mailboxes are in disrepair & need to be replaced
for mail security



Has this proposed project been discussed at a meeting that was open to all residents?

☒ Yes

☐ No

Depends on the rains!

When would you like to start the project?

~~6/29/06~~ 7/7/06

III. Financial Information

What is the estimated cost of the project?

\$2600.00

***The total amount of the City Grant can not exceed \$5000 or 50% of the cost of the project (whichever is less).

How will the remaining costs be financed?

Reserve Funds

Deb Steinbrink

Applicant's Printed Name

Deb Steinbrink

Applicant's Signature

6/29/06

Date

FOR OFFICE USE ONLY	
Date received	
Date reviewed by staff	
Staff comments	

**VILLEDAS CONSTRUCTION
25115 APPLECROSS TERRACE
DAMASCUS MD 20872
VILLEDASCON@AOL.COM
(301) 366 4434 ----- (301) 368 2573
License # 15044291**

JOB # 04431A

CUSTOMER: Margaret Neal
Dorsey Estates HOA
11535 Sullnick Way
Gaithersburg MD 20878

CONTRACTOR: Emilio Villeda
DBA Villedas Construction
25155 Applecross Terrace
Damascus MD 20872

1. Type of work

Villedas Construction will construct 4 concrete slabs with measurements of 4 ft. x 4 ft. x 16 in. The 16 inches deep will include 4 inches of gravel at the bottom. Above that, concrete mesh will be laid, which will prevent the concrete from breaking after it is set. The remaining 12 inches will be all concrete and brushed when almost dried.

2. Payment

Villedas Construction will charge the customer \$2,600 for the 4 concrete slabs. In order for the construction to begin, Villedas Construction will require a 50% deposit of the full amount, or \$1,300, to cover the cost of materials. The remaining balance will be due immediately upon completion of the work to the customer's satisfaction.

3. Waste

The contractor will clean up any debris or waste left at the construction site and will properly dispose of them accordingly. In other words, any old concrete slabs will be removed by Villedas Construction.

ACCEPTANCE:

Villedas Construction

Dorsey Estates HOA

Emilio Villeda

Date

Board Representative

Date

Signed copy w/ HOA Secretary, Margaret Neal

**NEIGHBORHOOD MATCHING GRANT APPLICATION**

****Please note:** Grants will be considered for new projects such as lighting, installation of landscaping, tot lots, entrance features, other physical improvements, or neighborhood events.

I. Applicant Information:Applicant's Name Dorsey Estates HOA / Deb Steinbrink, PresApplicant's Address 11539 Sullneck Way
Gaithersburg, MD 20878Applicant's Telephone Number 201 987 0520Name of Neighborhood Dorsey Estates Number of Homes 49Date application submitted: 6/29/06

Does the Neighborhood have an HOA, COA or Citizens Association?

☒ Yes☐ No**II. Project Information**

Please describe the proposed improvement (attach sketches or plans as appropriate): _____

Installation of crushed Bluestone in the walkway
in the common area back to the Tot LOT

Please describe the need for the project and the benefit to the community: _____

Currently, the existing ground cover is inadequate
causing the walkway to the Tot LOT to be
a muddy mess



Has this proposed project been discussed at a meeting that was open to all residents?

~~Yes~~

☐ No

When would you like to start the project?

6/29/06

III. Financial Information

What is the estimated cost of the project?

\$1318.00

***The total amount of the City Grant can not exceed \$5000 or 50% of the cost of the project (whichever is less).

How will the remaining costs be financed?

Reserve funds

Deb Steinbrink

Applicant's Printed Name

Ab Steinbrink

Applicant's Signature

6/29/08

Date _____

FOR OFFICE USE ONLY:

Date received: _____

Date reviewed by staff: _____

Staff comments: _____



ValleyCrest

Landscape Maintenance

AEW NO.: 040306-0958

P.O.Box 7065 Gaithersburg, MD 20898
(301) 831-8000 Phone (301) 831-1272 Fax

Contract & Authorization For Extra Work

Date: April 3, 2006 Time: 9:58 AM

Job Name: Dorsey Estates Attn:Emily Wardrick

Job Address: 11540 Sullnick Way
Gaithersburg, Maryland 20878

Bill To: AVRO Company LLC

Attention:
Bill To Address: 9811 Greenbelt Road

Lanham, Maryland 20706

OTHER NOTES: Top off playground walkway with crushed
bluestone.

INTERNAL USE ONLY

Client No:

Branch /Job No: 37040 0146

Clients P.O. No.:

Tax Code:

CODES: Enhancement: ☒ 130 Tree: ☐ 300Chem Spray: ☐ 170 Color / Interior: ☐ 190 PHC ☐ 330Snow/Sand: ☐ 180 Irrigation Repair: ☐ 150 Mulch ☐ 160☐ DO NOT MAIL; SEND INVOICE BACK TO BRANCH☐ ATTACH COPY OF SIGNED APPROVAL LETTER WITH INVOICE

Scope of Work / Labor & Materials

ValleyCrest agrees to provide all labor and material for the following:

QTY. SIZE MATERIAL

8 Tons Installation of Crushed Bluestone
Mechanically Tamped

Total Labor & Materials, Including Sales Tax: \$1,318.00

This bid is valid for 30 calendar days unless otherwise approved by ValleyCrest Landscape Maintenance

THIS IS NOT AN INVOICE

JUN-16-2006 12:43 From: COMMODORE MGMT

3012947910

To: 3012967250

P.2/2

Terms and Conditions

No. 040306-0958

Total: \$1,318.00

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall be presentable at all times. All employees shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner, its agents, and employees from liability which arise out of the Contractor's work. It is understood and agreed that the Contractor is not liable for any damages whatsoever that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Warranty:** All work performed on site will be guaranteed for One (1) Year after completion with the exception of transplanted materials. Transplanted materials such as trees, shrubs, etc. will not be guaranteed unless otherwise specified. On plant materials, warranty requires proper maintenance be performed for warranty to remain in effect. Client/Owner shall give Contractor seven (7) days written notice to correct any problems or defect discovered in the performance of work required under this Contract. Contractor
12. **Termination:** This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Work Order. Neither the Client/Owner nor the Contractor shall assign or transfer any interest in this agreement without the prior written consent of the other party.
14. **Arbitration:** The parties agree that in the interest of economy, speed and insuring continued good relationships, any question arising out of the operation of this agreement, which the parties cannot resolve, between themselves shall be referred to binding arbitration under the rules of the American Arbitration Association or other arbitration tribunal.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Landscape Maintenance within fifteen (15) days after billing, ValleyCrest Landscape Maintenance shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Client / Owner

ValleyCrest Landscape Maintenance

FAX:

FAX:

(301) 831-1272

By:

By:

Emily Wardrick
Signature / Title

John DeNoma
Signature / Date 4/3/2006

Emily Wardrick
Printed Name / Date 6/13/06

John DeNoma
Printed Name / Title Account Manager